

REMARKS

Claims 1-15 are pending in the present application. No amendment has been proposed. It is respectfully submitted that this Response is fully responsive to the Office Action dated November 29, 2005

Claims 1-4, 7-10 and 12-14 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Weiss (USP 6,681,156) in view of Tanner, Jr. et al. (USP 6,636,784). Claims 5, 6, 11 and 15 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Weiss in view of Tanner, Jr. et al. and further in view of Mistr, Jr. (USP 5,794,212). Each of these rejections is respectfully traversed.

Claim Rejections 1 and 5 - 35 U.S.C. § 103(a)

Currently claim 1 reads as follows: “A method for collectively receiving power at a high voltage and distributing at a low voltage to a plurality of users, ... grasping a maximum current capacity necessary for each of the users....” The Examiner continues to rely on his past arguments that this feature is disclosed in Weiss, citing (column 14 lines 48-53). This passage states, “[t]his attribute allows both parties [specifically the energy management system] to express their view on what is the ‘most economic’ power or energy quantity under given circumstances (e.g., the need for a minimum or maximum amount of power, the need for a minimum or maximum price).” The Examiner contends that this “maximum amount of power”

phrase discloses what is taught in claim 1 of the present invention, “grasping a maximum current capacity....” However, power is not the same as current, as is shown in the following equation where P is Power, I is Current and V is Voltage:

Equation 1

$$P = I \times V \text{ therefore } I = \frac{P}{V}$$

As shown in Equation 1, current is not equal to power, but current is equal to power divided by voltage. Given the relationship between power and current, Weiss does not teach “grasping a maximum current capacity necessary for each of the users,” as stated in independent claims 1 and 5.

Since Weiss does not disclose “grasping a maximum current capacity,” it follows that Weiss also does not disclose “determining a contracted current,” as stated in claims 1 and 5.

Furthermore, the Examiner contends that Tanner discloses “...determining a contracted current for each of the users depending on the maximum current capacity...” as stated presently in claim 1. In column 4, lines 58-67, Tanner reads:

The first value is a maximum electricity flow determined by the electricity customer, which may be based on the contractual and/or physical limitations of the electricity customer’s substation. The

first value may also be the electrical customer's contractual peak demand or other peak demand limit set by the electricity transfer station.

As emphasized in each of the two preceding passages, claim 1 of the present invention teaches a “contracted current,” while Tanner teaches a contracted “electricity flow.” Electricity is a layman’s term, often used to describe power or energy. As indicated in Equation 1, power is not the same as current. As indicated in the following Equation 2, energy is also not equal to current.

Equation 2

$$E = \frac{P}{t}$$

In Equation 2, E is Energy, P is Power and t is Time. Combining Equation 1, with Equation 2 yields:

Equation 3

$$E = \frac{P}{t}; \quad P = I \times V; \quad \text{therefore} \quad E = \frac{I \times V}{t} \text{ or } I = \frac{E \times t}{V}$$

As shown in Equation 3, energy does not equal current, but is dependent on current, voltage and time. Equations 2 and 3 indicate that Tanner does not disclose “...determining a contracted current for each of the users depending on the maximum current capacity...,” since it discloses contracts that are related to energy and power, which are not the equivalent of current.

Therefore, Tanner does not disclose either “determining a contracted current,” or, “grasping a maximum current capacity necessary for each of the users,” as stated in claims 1 and 5.

As such, it is submitted that Weiss and Tanner, singly or in combination, fail to disclose or fairly suggest the following features of independent claims 1 and 5: “*grasping a maximum current capacity necessary for each of the users, determining a contracted current for each of the users depending on the maximum current capacity.*”

Claim Rejections 7 and 12 – 35 U.S.C. § 103(a)

Each of independent claims 7 and 12 call for “determining a contracted current for each of the users on the basis of information on each of the users supplied to the server,” (emphasis added). Based on the previous analysis, neither Weiss nor Tanner discloses this feature of claims 7 and 12. Furthermore, neither Weiss nor Tanner discloses determining any contracted current.

Claim Rejections 2 and 9 - 35 U.S.C. § 103(a)

The Examiner contends that the following elements in claims 2 and 9 are disclosed in Tanner; “... an excessive current capacity which is not necessary for one user is allocated to another user who needs the excessive current capacity.” The Examiner relies on column 3, lines

37-41, and column 4, lines 58-67 of Tanner which read; "... method allows electricity to be secured by a customer ... under an existing electricity supply contract and re-delivered by that customer to another party under a non-interruptible supply contract without risk of increasing the customer's peak demand above a desired value, wherein said desired value is a maximum electricity flow determined by the electricity consumer and is based on the contractual limitations of the electricity customer's substation."

As stated in the previous argument, electricity is not the same as current. Using Equations 1, 2 and 3, it is shown that energy or power (which is probably what was meant by the term electricity), is not the same as current. Therefore, when Tanner discloses "... a method allow[ing] electricity to be secured by a customer...", it is not the same as claims 2 and 9 in the present invention which state, "... an excessive current capacity which is not necessary for one user is allocated to another user who needs the excessive current capacity."

Claim Rejections 5, 11 and 15 - 35 U.S.C. § 103(a)

Claim 5, in addition to the following arguments, is also distinguished from the prior art for at least the above-noted reasons concerning the rejection of claim 1. Claims 5, 11 and 15 all involve either "determin[ing] a user who adds a current capacity," or "determine[ing] a user who can have an additional current capacity," "... on the basis of auction information supplied from each of the users when a total current capacity requested by each of the users is larger than a total

contracted current to be distributed.” The Examiner contends this aspect of the claims is taught in Mistr in column 4, lines 29-31; “[i]f there is no capacity available for a desired transaction the potential user may request bids from those able to free up the needed capacity.” Mistr discloses a bidding system in case users need additional “capacity.” Lines 11-14 of column 4 state, “[i]n accordance with the present invention, an energy system user analyses on its terminal a desired transaction for the movement of energy, such as the transmission of a requested amount of electrical power.” This sentence helps define the word “capacity” as either “energy capacity” or “power capacity,” and further indicates the nature of the Mistr invention. Like in the previously presented arguments, energy or power is not the same as current, and therefore Mistr does not teach all the elements of claims 5, 11 and 15.

Claim Rejections 8 and 12 - 35 U.S.C. § 103(a)

It is argued by the Examiner that the display and control features of claims 8 and 12 are disclosed in Tanner. Claims 8 and 12 read in part, “... a control device for controlling and displaying information of power consumed by each of the users is provided, and the control device and the server are connected via the network.” The Examiner argues that this feature is disclosed in Tanner when it states, “[t]he electricity transfer station includes one or more electricity transfer devices, one or more electricity sources and an electricity transfer controller.” Although a “controller” is mentioned in Tanner, it does not teach a device to “display

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information of power consumed by each of the users.” Therefore Tanner does not disclose what is presently recited in claims 8 and 12.

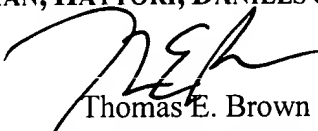
In view of the aforementioned remarks, Applicants submit that that the claims are in condition for allowance. Applicants request such action at an early date.

If the Examiner believes that this application is not now in condition for allowance, the Examiner is requested to contact Applicants’ undersigned attorney to arrange for an interview to expedite the disposition of this case.

If this paper is not timely filed, Applicants respectfully petition for an appropriate extension of time. The fees for such an extension or any other fees that may be due with respect to this paper may be charged to Deposit Account No. 50-2866.

Respectfully submitted,

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